

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In Re:

16509 Lincoln Highway LLC,
Debtor(s).

Eric E. Bononi, Trustee,

Movant,

16509 Lincoln Highway LLC; Rapid Funding
LLC; Bedford County Tax Claim Bureau;
Chestnut Ridge Area Joint Municipal
Authority; Breezewood Enterprises, Inc.;
Bedford County; East Providence Township;
Everett Area School District; Pleasantville
Borough; and Chestnut Ridge School District,

Respondents.

Bankruptcy No. 19-70321-JAD

Chapter 7

Doc. # _____

Related Doc. # 101, 122, 123, 124 and 126

Hearing Date & Time:

10/18/19 at 11:00 AM

ORDER OF COURT

AND NOW, this 22nd day of Oct, 2019, on consideration
of the Trustee's *Motion for Sale of Property Free and Divested of Liens*, the Court finds:

(1) That service of the *Notice of Hearing and Order* setting hearing on said *Motion/Complaint* for private sale of real property free and divested of liens of the above named Respondents, was effected on the following secured creditors whose liens are recited in said *Motion/Complaint* for private sale, viz:

DATE OF SERVICE	NAME OF LIENOR AND SECURITY
9/6/19	Rapid Funding LLC mortgage, judgment and UCC-1 against the Assets
9/6/19	Bedford County Tax Claim Bureau statutory liens against real property included in Assets for real estate taxes

9/6/19	Chestnut Ridge Area Joint Municipal Authority municipal lien claim against real property included in Assets
9/6/19	Breezewood Enterprises, Inc. No lien in Assets-listed for notice purposes only
9/6/19	Bedford County statutory liens against real property included in Assets for real estate taxes
9/6/19	East Providence Township statutory liens against real property included in Assets for real estate taxes
9/6/19	Everett Area School District statutory liens against real property included in Assets for real estate taxes
9/6/19	Pleasantville Borough statutory liens against real property included in Assets for real estate taxes
9/6/19	Chestnut Ridge School District statutory liens against real property included in Assets for real estate taxes

(2) That sufficient general notice of said hearing and sale, together with the confirmation hearing thereon, was given to the creditors and parties in interest by the moving party as shown by the certificate of serviced duly filed and that the named parties were duly served with the Motion.

(3) That said sale hearing was duly advertised on the Court's website pursuant to W. PA LBR 6004-1(c)(2) on September 2, 2019, in the Bedford Gazette on September 20, 2019, and in the Bedford County Legal Journal on September 27, 2019 as shown by the Proofs of Publication duly filed.

(4) That the price of \$1,660,983.75 offered by Rapid Funding LLC, or its assigns ("Purchaser") was a full and fair price for the property in question.

(5) That at the sale hearing the highest/best offer received was that of the above Purchaser(s) and no objections to the sale were made which would result in cancellation of said sale.

(6) Any deed resulting from this sale shall be free and clear of any transfer and/or recordation taxes and this Court will issue such Order further thereon as may be appropriate.

(7) That the Purchaser(s) has acted in good faith with respect to the within sale in accordance with *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F2d. 143 (3d Cir. 1986).

NOW THEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED that the sale by Special Warranty deed and bill of sale of the Assets described in the Asset Purchase Agreement attached to the Motion, which are commonly known as 16509 Lincoln Highway, Breezewood, Pennsylvania 15553, 16521 Lincoln Highway, Breezewood, Pennsylvania 15553, and 4178 Quaker Valley Road, Alum Bank, Pennsylvania 15521, together with any property which may become abandoned to Purchaser by virtue of the Consent Order found at Doc. # 122, are hereby **CONFIRMED** to Purchaser for \$1,660,983.75, free and divested of all liens, claims and encumbrances, including without limitation the pending litigation in this Court found at Adversary No. 19-07014-JAD and any matters relating thereto, and, that the Movant is authorized to make, execute and deliver to the Purchaser(s) above named the necessary deed and/or other documents required to transfer title to the property purchased upon compliance with the terms of sale and that any deed resulting from this sale shall be free and clear of any transfer and/or recordation taxes and this Court will issue such Order further thereon as may be appropriate;

It is **FURTHER ORDERED**, that the above recited liens and claims, be, and they hereby are, transferred to the proceeds of sale, if and to the extent they may be determined to be valid liens against the sold property, that the within decreed sale shall be free, clear and divested of said liens and claims;

It is **FURTHER ORDERED**, that the following expenses/costs shall immediately be paid at the time of closing. *Failure of the Closing Agent to timely make and forward the disbursements required by this Order will subject the closing agent to monetary sanctions, including among other things, a fine or the imposition of damages, after notice and hearing, for failure to comply with the above terms of this Order.* Except as to the distribution specifically

authorized herein, all remaining funds shall be held by Counsel for Movant pending further Order of this Court after notice and hearing.

(1) The following lien(s)/claim(s) and amounts: The secured claims of Rapid Funding LLC (or its successor or assign), Bedford County Tax Claim Bureau, Bedford County, East Providence Township, Everett Area School District, Pleasantville Borough, Chestnut Ridge School District, and Chestnut Ridge Area Joint Municipal Authority;

(2) Delinquent real estate taxes not included in the above, if any;

(3) Current real estate taxes not included in the above, pro-rated to the date of closing;

(4) The costs of local newspaper advertising in the amount of \$51.47;

(5) The costs of legal journal advertising in the amount of \$34.00; and

(6) The balance of funds realized from the within sale shall be held by the Attorney for the Movant/Plaintiff until further Order of Court, after notice and hearing.

It is **FURTHER ORDERED**, that in the event of any inconsistency between the Asset Purchase Agreement and any sale motion or similar pleading filed in the Bankruptcy Case, the Agreement shall govern.

It is **FURTHER ORDERED** that:

(1) ***Within seven (7) days of the date of this Order***, the Movant/Plaintiff shall serve a copy of the within Order on each Respondent/Defendant (i.e., each party against whom relief is sought) and its attorney of record, if any, upon any attorney or party who answered the motion or appeared at the hearing, the attorney for the debtor, the Closing Agent, the Purchaser, and the attorney for the Purchaser, if any, and file a certificate of service.

(2) ***Closing shall occur within thirty (30) days of this Order or as set forth in the Asset Purchase Agreement, whichever is earlier.***

(3) ***Within seven (7) days following closing***, the Movant shall file a ***Report of Sale*** which shall include a copy of the HUD-1 or other Settlement Statement; and,

(4) This ***Sale Confirmation Order*** survives any dismissal or conversion of the within case.

(5) Notwithstanding any provision to the contrary contained in the Motion (including Section 42 thereof) or any provision contained in the Asset Purchase Agreement (including Section 7(g) thereof), the easement granted to Breezewood Enterprises, Inc. by the Debtor on June 13, 2018

over the property commonly known as 16509 Lincoln Highway, Township of East Providence, Breezewood, Pennsylvania, presently designated Tax Parcel No. I.09-B.07-004-0-001, as recorded in the Office of the Recorder of Deeds of Bedford County, Pennsylvania, on June 18, 2018, at 3:57 p.m., at Book 2018, Page 2753, shall remain in full force and effect and shall not be affected by this Order or the sale of assets confirmed by this Order.

(6) The terms of the Consent Order filed on the docket at Doc. # 122, as evidenced by the signature pages filed thereto as part of Doc. # 122 and in Doc. #123, is hereby incorporated by reference.

BY THE COURT:



10.22.2019

JEFFERY A. DELLER
UNITED STATES BANKRUPTCY JUDGE

FILED
10/22/19 12:43 pm
CLERK
U.S. BANKRUPTCY
COURT - WDPA